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BILL OF SALE AND ASSIGNMENT
(Hastings)

THIS BILL OF SALE AND ASSIGNMENT, by and between CNG TRANSMISSION CORPORATION, a Delaware corporation, of 445 West Main Street, Clarksburg, West Virginia 26301, hereinafter referred to as "Assignor"; and EASTERN STATES OIL & GAS, INC., a Virginia corporation, of 2900 Eisenhower Avenue, Suite 300, Alexandria, Virginia 22314, hereinafter referred to as "Assignee".

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, set over, transfer and convey, unto Assignee all of the Assignor's right, title and interest in and to the following described properties (hereinafter referred to as the "Oil and Gas Properties"), effective as of 12:01 a.m. October 1, 1995 (the "Effective Date"):

1. All those oil and gas wells located in Harrison, Marion, Monongalia, Doddridge, Wetzel and Tyler Counties of West Virginia, and described on Exhibit A attached hereto (hereinafter referred to as the "Wells") and the oil and gas leases referenced on Exhibit A as well as those described on Exhibit B attached hereto (hereinafter referred to as the "Oil and Gas Leases").
2. All production equipment, material, fixtures, casing, tubular goods, lines, pumps, tanks and other facilities, both surface and down hole, installed and used in the operation of the Wells.
3. All those pipelines described on Exhibit C attached hereto, together with related equipment and facilities used in connection therewith (hereinafter collectively referred to as the "Pipeline").
4. All those rights-of-way, easements, surface leases, rights-of-entry or access, permits, options, licenses, franchises, grants and similar rights and interests, subject to the rights of third parties, related to the Oil and Gas Leases and the Pipeline and described on Exhibit C.
5. All oil, gas and other minerals produced and saved from the Oil and Gas Properties after the Effective Date, less and except any oil produced

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and removed from the stock tanks prior to and including the Effective Date.

6. All working interests, farmout and farmin rights, reversionary interests, royalty, overriding royalty or other mineral interests appurtenant to the Wells and Oil and Gas Leases.
7. All lease files, land files, well files, gas processing files, division order files, abstracts, title files and materials and all other books, files, maps, logs and records, and all rights thereto, subject to the rights of third parties.
8. To the extent assignable and subject to the rights of third parties, seismic, engineering, geologic and geophysical records and data.

This Bill of Sale and Assignment is expressly made subject to the following provisions:

- A. Nothing contained in this Bill of Sale and Assignment shall constitute a transfer or assignment of any agreement, instrument, right-of-way, permit, license, franchise or any other document to the extent the transfer or assignment is prohibited by the terms thereof or by law.
- B. Should Assignor determine at a later date that any agreement, instrument, right-of-way, permit, license, franchise or any other document was inadvertently transferred by this Bill of Sale and Assignment, the Assignee shall, as a matter of form in order to clear the public records, reassign such document at the request of Assignor.
- C. Assignee shall assume and pay any and all State, County or local taxes assessed upon the Oil and Gas Properties from and after the Effective Date.
- D. Assignee agrees to pay all filing fees, recording fees, documentary stamps, transfer fees or excise taxes required in connection with the filing and recording of this Bill of Sale and Assignment, and all transfer fees, recording fees, sales tax, permit fees and all other fees imposed by any state or federal agency in connection with the sale and transfer of the Oil and Gas Properties.
- E. By its execution hereof, Assignee accepts the Oil and Gas Properties in the condition in which the

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same now exist and agrees to bear full responsibility for the use and operation of said Oil and Gas Properties from and after the Effective Date. Assignee agrees that it will at all times comply with all laws, rules, regulations and orders of state and federal agencies and regulatory bodies, relative to the use and operation of the Wells and Pipeline, including, but not by way of limitation, the proper transfer, assumption or acquisition of all applicable permits, registrations, bonds and licenses with regard to the use and operation of said Wells, the Pipeline and tangible personal property; and upon ceasing to operate and produce the Wells or upon ceasing to operate the Pipeline, the proper plugging and abandoning of the Wells and the proper removal of the Pipeline, all in compliance with good engineering practices and all applicable laws and regulations.

- F. All equipment and other personal property appurtenant to the Oil and Gas Properties is transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and are sold "AS IS AND WITH ALL FAULTS AND DEFECTS" and "WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE." THIS ASSIGNMENT IS MADE (a) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THAT ASSIGNOR SHALL WARRANT AND DEFEND TITLE TO THE OIL AND GAS PROPERTIES AGAINST THE CLAIMS OF ANY PERSON ASSERTING TITLE BY, THROUGH OR UNDER ASSIGNOR OR ITS AFFILIATES, BUT NOT OTHERWISE; PROVIDED, HOWEVER THAT ASSIGNOR SHALL NOT WARRANT TITLE TO THE OIL AND GAS LEASES AGAINST ANY CLAIMS ASSERTED BY THIRD PARTIES CHALLENGING THE TITLE OF THE LESSORS NAMED IN SUCH LEASES, (b) WITHOUT ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE ASSETS OR THEIR FITNESS FOR ANY PURPOSE; AND (c) WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.
- G. In the event there are documents related to the Oil and Gas Leases or the Pipeline, including without limitation those evidencing any specific grants or reservations of rights-of-way, easements, surface leases, rights-of-entry or access, permits, options, licenses and franchises

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related to the Oil and Gas Leases or Pipeline, which are not specifically included on any Exhibit attached hereto, Assignor agrees to execute and deliver a supplemental assignment therefor upon Assignee's request.

This Bill of Sale and Assignment is made and shall be subject to the terms and provisions of that certain Purchase and Sale Agreement between Assignor and Assignee effective as of October 1, 1995, which shall prevail in the event of any conflict between the terms and provisions hereof and thereof. Capitalized terms not otherwise defined herein shall have the meanings given them in such Agreement.

This Bill of Sale and Assignment, together with all provisions contained herein, shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Bill of Sale and Assignment shall be executed in duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument.

Executed in duplicate originals, on this 4th day of October, 1995, effective as of the Effective Date.

ASSIGNOR:

CNG TRANSMISSION CORPORATION

By: Al RobertsIts: Asst. Vice-Pres

ASSIGNEE:

EASTERN STATES OIL & GAS, INC.

By: Clifton BrownIts: Senior Vice President

This instrument was prepared by:

Stephen L. Atkinson
445 West Main Street
Clarksburg, WV 26301
(HASTINGS)

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STATE OF WEST VIRGINIA

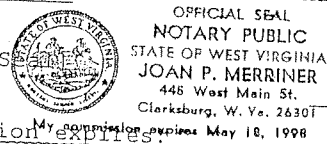
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COUNTY OF HARRISON

I, Joan P. Merriner, a Notary Public in and for the State of West Virginia, do hereby certify that Charles C. Roberts, Asst. Vice Pres., who signed the writing above, bearing date the 1st day of October, 1995, for CNG TRANSMISSION CORPORATION, a Delaware corporation, his this day acknowledged before me the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this 4th day of October, 1995.

[Notarial Seal]



My commission expires May 18, 1998

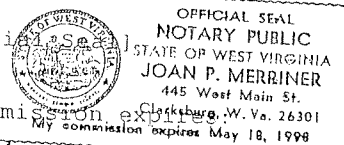
Joan P. Merriner
Notary Public

STATE OF West VIRGINIACOUNTY OF Harrison

I, Joan P. Merriner, a Notary Public in and for the county and state aforesaid, do hereby certify that CLIFTON A. BROWN, SENIOR VICE PRESIDENT, who signed the writing above, bearing date the 1st day of October, 1995, for EASTERN STATES OIL & GAS, INC., a Virginia corporation, his this day acknowledged before me the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this 4th day of OCTOBER, 1995.

[Notarial Seal]



My commission expires May 18, 1998

Joan P. Merriner
Notary Public

(BSA-HAST)

EXHIBIT A TO
BILL OF SALE AND ASSIGNMENT
TO EASTERN STATES OIL & GAS, INC.

WELLS AND ASSOCIATED LEASES

Line	Well No.	API No.	Lease No.	Rights Held	Lessor	Lease Date	County	District	Recorded Book Page
3	H-10387	47-103-646	243	NGO	Pete Glover et ux	06-20-1894	Wetzel	Center	39 524
5	H-10524	47-103-647	491	NGO	T.M. Cunningham et ux	12-18-1896	Wetzel	Green	49 222
6	----	47-103-648	427	NGO	M.A. Brast Cmt. Joseph Shiben et al	06-18-1897	Wetzel	Green	53 204
					Joseph Shiben et al	12-28-42	Wetzel	Green	36A 420
			483	NGO	Josephine Brast et al	12-15-1896	Wetzel	Green	49 581
					Joseph Shiben et al	12-28-42	Wetzel	Green	36A 424
16	H-10546	47-103-649	394	NGO	J.W. Morgan et ux	08-07-1895	Wetzel	Grant	46 262
18	H-10572	47-103-650	528	O/G	D.H. Cox et ux	10-09-1891	Wetzel	Grant	31 577

XHIBIT A TO
BILL OF SALE AND ASSIGNMENT
TO EASTERN STATES OIL & GAS, INC.

WELLS AND ASSOCIATED LEASES

Line	Well No.	API No.	Lease No.	Rights Held	Lessor	Lease Date	County	District	Recorded Book Page
19	H-10573	47-103-651	528	O/G	D. H. Cox et ux	10-09-1891	Wetzel	Grant	31 577
22	H-10532	47-103-652	529	O/G	J.L. Newman	10-24-01	Wetzel	Grant	73 429
30	H-10545	47-103-654	1617	NGO	Geo. M. Umstead et al	12-16-1896	Wetzel	Green	49 213
34	H-10562	47-103-655	426	O/G	F.F. Morgan et ux	07-14-1897	Wetzel	Grant	53 144
55	H-10134	47-103-656	272	NGO	Jane Blake	07-29-1895	Wetzel	Center	46 352
101	H-10267	47-103-657	729	NGO	J. Blackshere et al	02-20-1892	Wetzel	Grant	35 547
155	H-10537	47-103-658	757	NGO	Lucius Hoge et al	01-14-1896	Wetzel	Green	48 259
162	H-10566	47-103-659	740	NGO	Thomas H. Alley et ux	11-11-1895	Wetzel	Grant	48 572
180	H-413	47-103-660	734	NGO	William Carlin et ux	01-14-1897	Wetzel	Grant	49 613

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EXHIBIT B TO
BILL OF SALE AND ASSIGNMENT
TO EASTERN STATES OIL & GAS, INC.
LEASES
WETZEL COUNTY

<u>Instrument No.</u>	<u>Rights Held</u>	<u>Lessor</u>	<u>Date</u>	<u>Gross Acres</u>	<u>District</u>	<u>Recorded Book Page</u>
3638	O/G	S. J. Kilcoyne, single	08-23-40	180.000	Grant	34A 153

NGO - Leasehold Gas - Subject to 1902 unrecorded agreement South Penn Oil Co., now Pennzoil Products Co.

O/G - Leasehold Oil & Gas

(Gas-Wet)

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EXHIBIT B TO
BILL OF SALE AND ASSIGNMENT
TO EASTERN STATES OIL & GAS, INC.
LEASES
WETZEL COUNTY

<u>Instrument No.</u>	<u>Rights Held</u>	<u>Lessor</u>	<u>Date</u>	<u>Gross Acres</u>	<u>District</u>	<u>Recorded Book Page</u>
485	NGO	Andrew Haught, et ux	11-11-1895	200.000	Green	47 177
4254	NGO	W.V. Hoge, Excr. I. Hoge est.	08-01-1899	100.000	Center	61 558
5323	NGO	William Gadd, et ux	04-24-06	70.000	Green	101 496
11829	O/G	E.C. Snodgrass, et ux	01-13-08	40.000	Grant	101 566
18765	NGO	Catherine Carlin	01-30-00	335.000	Grant	73 276
	Ratification	Catherine Fisher, et vir	10-27-78		Grant	58A 593
	Ratification	William P. Scally, widower	11-20-78		Grant	58A 592
	Ratification	Grace Scally, widow	02-19-79		Grant	58A 591
	Ratification	Lucille Scally, widow	05-24-79		Grant	58A 590
	Ratification	Joseph Scally, Jr. et ux	07-26-79		Grant	58A 589
	Modification	W.C. Wyatt, et a	106-15-78		Grant,	58A 594

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EXHIBIT A TO
BILL OF SALE AND ASSIGNMENT
TO EASTERN STATES OIL & GAS, INC.

WELLS AND ASSOCIATED LEASES

Line	Well No.	API No.	Lease No.	Rights Held	Lessor	Lease Date	County	District	Recorded Book Page
4610	H-6861	47-103-701	729	NGO	John Blackshere et al	02-20-1892	Wetzel	Grant	35 547
4633	H-5425	47-49-392	25159	O/G	Alice S. Thorne et al	06-21-12	Marion	Paw Paw	190 222
			Ratification		J.A. Thorne et al	11-25-16	Marion	Paw Paw	217 487
			Ratification		Katharine Abbott et vir	11-25-16	Marion	Paw Paw	217 488
4719	H-7063	47-103-702	28562	O/G	John Lavelle et al	11-01-15	Wetzel	Center	7A 70
4744	H-7143	47-103-705	267	NGO	J.T. Brookover	07-27-1895	Wetzel	Center	46 320
4769	H-7119	47-33-1421	17190	O/G	C.L. Piggett et ux	08-11-09	Harrison	Clay	192 131
4789	H-7189	47-103-707	30333	O/G	H.L. Smith et al	05-04-16	Wetzel	Grant	8-A 177
4796	H-14185	47-103-708	24375	O/G	Ara Long	01-30-12	Wetzel	Grant	2-A 42
			Extension		C.Amos Long	03-14-17	Wetzel	Grant	10-A 16
			Modification		Emma L. Prather	11-10-81	Wetzel	Grant	62-A 435
			Modification		Ara L. Van Dusen widow	11-10-81	Wetzel	Grant	62-A 439

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(gve11mrs)

D521

Line No.

Grantor

George N. Yoho
Board of Education

Date

09-09-55
09-08-55

District

Franklin
Franklin

Recorded
Book Page

303 219
303 220

EXHIBIT C TO BILL OF
SALE AND ASSIGNMENT
TO EASTERN STATES OIL & GAS, INC.
RIGHTS OF WAY
FOR GATHERING LINES
MARSHALL COUNTY

4

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RECEIVED
RECORDING FEE \$65.00
STAMPS

MAY 22 10 11 AM '96

MARSHALL COUNTY
CLERK & REC'D
FARMINGTON, WY

STATE OF WEST VIRGINIA, County of Marion, To-Wit:

I, Janice Cosco, Clerk of the County Commission of said County, do hereby certify that the foregoing writing, with certificate thereto annexed, was this day produced to me in my office and duly admitted to record.

Witness my hand.

Janice Cosco Clerk